

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 20, CTW/CLC

AND

**COUNTY OF COOK
CERMAK HEALTH SERVICES
(REPRESENTING ATTENDING PHYSICIANS AND PSYCHOLOGISTS)**

December 1, 2008 through November 30, 2012

EFFECTIVE NOVEMBER 14, 2012

TABLE OF CONTENTS

	Page
ARTICLE I	RECOGNITION.....1
Section 1.1	Representation1
Section 1.2	Dues and Committee on Political Education ("COPE") Check-off1
Section 1.3	Fair Share.....1
Section 1.4	Religion Exemption.....2
Section 1.5	Indemnification.....2
ARTICLE II	DECLARATION OF RIGHTS3
Section 2.1	County Authority and Rights.....3
ARTICLE III	HOURS OF WORK3
Section 3.1	Normal Workweek3
Section 3.2	Breaks4
Section 3.3	Flex-Time4
Section 3.4	Schedules4
ARTICLE IV	GRIEVANCE PROCEDURE4
Section 4.1	Definition.....4
Section 4.2	Grievance Procedure Steps.....4
Section 4.3	Time Limits5
Section 4.4	Stewards.....5
Section 4.5	Union Representatives.....5
Section 4.6	Impartial Arbitration.....6
Section 4.7	Right to Union Representation6
ARTICLE V	CONTINUITY OF OPERATION.....6
Section 5.1	No Strike.....6
Section 5.2	Union Responsibility7
Section 5.3	Discharge of Violators.....7
Section 5.4	No Lock-Out.....7
ARTICLE VI	SENIORITY7
Section 6.1	Probationary Period7
Section 6.2	Definition of Seniority8
Section 6.3	Return to Former Job.....8
Section 6.4	Return to Represented Unit8
Section 6.5	Discipline.....8

TABLE OF CONTENTS (continued)

	Page
Section 6.6 Seniority List	9
Section 6.7 Termination of Seniority	9
ARTICLE VII HOLIDAYS.....	10
Section 7.1 Regular Holidays	10
Section 7.2 Working On Holidays.....	10
Section 7.3 Floating Holiday	10
ARTICLE VIII VACATIONS	10
Section 8.1 Eligibility	10
Section 8.2 Maximum Accrual.....	11
Section 8.3 Vacation Preference and Scheduling.....	11
Section 8.4 Accrued Benefits at Separation	11
ARTICLE IX REDUCTION IN WORKFORCE, LAYOFF, AND RECALL	11
ARTICLE X FILLING VACANCIES.....	12
ARTICLE XI COMPENSATION.....	12
Section 11.1 Pay Increase	12
Section 11.2 New Classification.....	12
Section 11.3 Promotion, Reclassification and Demotion.....	12
Section 11.4 Entry Rate	13
Section 11.5 Part-Time Employees	13
Section 11.6 Extra Duty Pay.....	13
ARTICLE XII WELFARE BENEFITS.....	13
Section 12.1 Hospitalization Insurance, Doctor Contributions	13
Section 12.2 Sick Pay	14
Section 12.3 Disability Benefits	15
Section 12.4 Life Insurance	15
Section 12.5 Pension Plan	15
Section 12.6 Dental Plan	15
Section 12.7 Vision Plan	16
Section 12.8 Hospitalization/New Hires	16
Section 12.9 Flexible Benefits Plan.....	16
Section 12.10 Insurance Claims	16

TABLE OF CONTENTS (continued)

	Page
ARTICLE XIII LEAVES OF ABSENCE.....	16
Section 13.1 Personal Leave.....	16
Section 13.2 Duty to Inform.....	16
Section 13.3 Family and Medical Leave	17
Section 13.4 Maternity/Paternity Leave	17
Section 13.5 Disability Leave.....	17
Section 13.6 Military Leave	18
Section 13.7 Seniority on Leave.....	18
Section 13.8 Retention of Benefits.....	18
ARTICLE XIV ADDITIONAL BENEFITS.....	18
Section 14.1 Bereavement Pay	18
Section 14.2 Jury Make-Up Pay	19
Section 14.3 Election Day	19
ARTICLE XV COUNTY AND UNION RELATIONS.....	19
Section 15.1 Labor Management Meetings.....	19
Section 15.2 Union Representatives.....	19
Section 15.3 Member Orientation	19
Section 15.4 Union Office	20
Section 15.5 Meeting Space	20
Section 15.6 Bulletin Boards.....	20
Section 15.7 Budget Preparation	20
Section 15.8 Officers and Executive Board.....	20
ARTICLE XVI MISCELLANEOUS.....	21
Section 16.1 No Discrimination	21
Section 16.2 Doctor Obligation and Professional Authority	21
Section 16.3 Safety	21
Section 16.4 Partial Invalidity	21
Section 16.5 Evaluations	21
Section 16.6 Personnel File	21
Section 16.7 Physician's Statement.....	22
Section 16.8 Credit Union	22
Section 16.9 Distribution of Work Load	22

TABLE OF CONTENTS (continued)

	Page
ARTICLE XVII PATIENT CARE	22
Section 17.1 Establishment of Patient Care Committee	22
Section 17.2 Recommendations of the Committee	23
ARTICLE XVIII CONTINUING MEDICAL EDUCATION (CME) LEAVE	23
ARTICLE XIX EDUCATION AND SEMINARS	23
ARTICLE XX DURATION	24
Section 20.1 Term	24
Section 20.2 Notice	24
Side Letter #1 - Recognition	
Side Letter #2 – Me Too Clause	
Appendix A	
Appendix C	

COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement is made and entered into by and between Service Employees International Union, Local 20, CTW/CLC, hereinafter referred to as the "Union" and the County of Cook, hereinafter referred to as the "County".

ARTICLE I

RECOGNITION

Section 1.1 Representation:

The County recognizes the Union as the sole and exclusive representative for all full-time attending physicians and psychologists ("Doctors") employed by the County of Cook who normally spend a majority of their weekly work time providing direct patient care at Cermak Health Services and such regular part-time attending physicians and psychologists ("Doctors") who normally work at least 20 hours per week at Cermak Health Services.

Section 1.2 Dues and Committee on Political Education ("COPE") Check-off:

With respect to any employee in the bargaining unit from whom the County receives individual written authorization, signed by the employee, in a form agreed upon by the Union and the County, the County shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union, and the County may retain a service charge of five cents (\$.05) for making such deductions. The County shall provide a voluntary payroll deduction to the Union's COPE upon receipt of a written authorization from employees. Such deduction shall be remitted in a separate check on a monthly basis to the Union or COPE, as specified in writing by the Union.

Section 1.3 Fair Share:

1. The County shall grant "Fair Share" to the Union in accordance with Sections 6(e)-(g) of the Illinois Labor Relations Act upon satisfactory demonstration to the County that the Union has more than 50% of the eligible employees in the bargaining unit signed up as dues paying members. Once this condition has been met, within thirty (30) days of the Union meeting said conditions or within thirty (30) days of their employment by the County all employees covered by this Agreement will either (1) become members of the Union and pay the Union regular Union dues and fees or (2) pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.
2. Such fair share payment by non-members shall be deducted by the County from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that

said amount constitutes the non-members' proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.

3. Upon receipt of such certification, the County shall cooperate with the Union to ascertain the names and addresses of all employee non-members of the Union from which earnings the fair share payments shall be deducted and their work locations.
4. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, 50% of all fees being collected from non-union employees. The Union shall furnish objectors and the County with verifications of the terms of the escrow arrangement and, upon request, the status of the fund as reported by the bank.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide: that the escrow accounts be interest earning at the highest possible rate; that the escrowed funds be outside of the Union's control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.

5. If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the County to change deductions from the earnings of non-members to said prescribed amount.

Section 1.4 Religion Exemption:

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of union dues, as Described in Section 4, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6(g) of the Illinois Labor Relations Act.

Section 1.5 Indemnification:

The Union shall indemnify and hold the County harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the county for the purpose of complying with any provision of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

ARTICLE II

DECLARATION OF RIGHTS

Section 2.1 County Authority and Rights:

The Union recognizes that the County has the full authority and responsibility for directing its operation and determining policy. The County reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by State and Federal statutes and Constitutions, and to adopt and apply all reasonable rules, regulations and policies as it may deem necessary to carry out its statutory and constitutional responsibilities. The County's rights shall be limited only by the specific and express terms of this Agreement. The County's rights include, but are not limited to:

- A. The exclusive right to determine its policies, standards of services and to operate and manage its affairs and to direct its work force in accordance with its responsibilities. The County has all the customary and usual rights, power and functions of management.
- B. The exclusive right to hire, transfer, and promote; and the exclusive right to discipline, suspend or discharge employees for just cause.
- C. The right to establish reasonable work rules, make work assignments, determine schedules of work, methods, processes and procedures by which work is to be performed, place, methods, means and number of personnel needed to carry out the County's responsibilities and duties; as well as the right to determine reasonable productivity, performance and evaluation standards.
- D. The right to change existing or introduce new methods, equipment or facilities and the right to contract for goods and services.
- E. The right to make, publish, enforce reasonable rules and regulations, and to revise same; and, the County has the right to reclassify existing positions based on assigned duties and responsibilities or make changes in assigned duties and responsibilities.
- F. The right to establish standards governing the standard of care to be rendered to patients.

ARTICLE III

HOURS OF WORK

Section 3.1 Normal Workweek:

The normal workweek will consist of up to fifty (50) hours per week, but as professionals in the health care industry, Doctors will work such hours as are necessary to fulfill their patient care responsibilities, as well as being on-call as needed, by rotation within their department.

Section 3.2 Breaks:

The work day normally will include a thirty (30) minute meal period and necessary breaks which Doctors may take at their discretion, consistent with their professional judgment and responsibility provided that there will not be a disruption in patient care.

Section 3.3 Flex-Time:

Flex time schedules may be granted by County, if there are legitimate and compelling personal reasons for the request and the flex time is consistent with the operational needs of the Hospital. Such requests for flex time shall not be unreasonably denied. Requests for flex time must be submitted by the employee at least two (2) weeks in advance. Flex time privileges may be cancelled or suspended by the County for legitimate operational reasons or due to misuse by the employee.

Section 3.4 Schedules:

Doctor schedules shall be posted for the upcoming month at least two weeks in advance of the beginning of the month, including the schedule for moonlighting, rounds, and holidays. Once posted, schedules shall not be changed unless two (2) weeks' notice is provided to the affected Doctor, except when the change is necessitated by the immediate need to provide patient care or when Doctors voluntarily exchange days or agree to cover other hours in which case the agreement to the schedule change shall be placed in writing by the affected Doctors and a copy provided to the Medical Director or his/her designee.

ARTICLE IV

GRIEVANCE PROCEDURE

Section 4.1 Definition:

A grievance is a difference between the Union and the County regarding the interpretation or application of provisions of this Agreement, but does not include decisions or actions regarding credentialing, appointment, reappointment or other discipline or other decisions or actions issued or made pursuant to the processes set forth in the Medical Staff Bylaws. The Union will send copies of grievances appealed to or submitted at Steps Three or Four to the Hospital CMO/Designee.

Section 4.2 Grievance Procedure Steps:

The steps and times as provided in the County's Grievance Procedure are as follows:

Step	Submission Time Limit This Step (Calendar Days)	Submitted	Time Limit Meeting	Response
1	30 days from the date the Grievant knew or should have known of the event(s) giving rise to the grievance	Immediate Supervisor	5 days	5 days
2	5 days	Medical Director or Designee	5 days	10 days
3	10 days	Chief, Bureau of Human Resources/Hearing Officer	30 days (Status report to Union if exceeded)	30 days (Status report to Union if exceeded)
4	30 days	Impartial Third Party		30 days

When a grievance relates to all or a substantial number of employees, or the Union's own interests, the grievance may be initiated by the Union at Step 2.

All grievances and associated responses must be submitted to Administrative Staff Services for date and time stamp, and log in procedures. The grievance and subsequent responses shall be distributed to the appropriate parties by Administrative Staff Services.

Section 4.3 Time Limit:

Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the County. Neither the Union nor the County shall waive the established time limits unless by written, mutual agreement.

Section 4.4 Stewards:

The Union will advise the County in writing of the names of the stewards and shall notify the County promptly of any changes. Stewards will be permitted to handle and process grievances during their work hours provided that patient care will not be adversely affected. One steward will be released pursuant to this Section to handle any particular grievance. If there is a desire to train stewards or a grievance is of an unusual nature, the Union may request the release of one additional steward, and the Union's request will not be unreasonably denied.

Up to two stewards shall be allowed to attend authorized meetings with Union representatives during normal hours without loss of pay, provided that at least 14 days' advance notice of such meetings is given and that patient care will not be adversely impacted. Such meetings shall be limited to a maximum of four per year per steward.

Section 4.5 Union Representatives:

Duly authorized representatives of the Union will be permitted at reasonable times to enter the facilities for purposes of handling grievances or addressing other contract administration issues with Doctors or Hospital representatives. These representatives will be

identified to the Hospital COO/Designee in a manner suitable to the County, and on each occasion will first secure the approval of the Hospital COO/Designee and CMO to enter the Hospital and conduct their business so as not to interfere with the operation of the facility. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general Hospital rules that are applicable to non-employees.

Section 4.6 Impartial Arbitration:

If the Union is not satisfied with the Step 3 answer, within thirty (30) days after receipt of the Step 3 answer, it may submit in writing to the County notice that the Union is submitting the grievance to impartial arbitration. The Union and County will make arrangements with the arbitrator to hear and decide the grievance without unreasonable delay.

Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the County and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The arbitrator shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the arbitrator in writing by the County and the Union. The arbitrator's decision must be based solely upon his interpretation of the meaning of this Agreement or application of the express relevant language of the Agreement. The decision of the arbitrator shall be final.

The arbitrator shall be selected on a rotating basis from the permanent panel agreed to by the parties regarding all of their mutual bargaining units. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on cases currently assigned, but will not receive any new case assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the parties, by mutual agreement, from selecting an arbitrator from outside the panel. Absent such mutual agreement, the arbitrator shall be selected from the panel in accordance with the above procedure.

Section 4.7 Right to Union Representation:

An employee shall be entitled to the presence of a Union representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the information obtained in the interview may be used to support disciplinary action against him/her.

ARTICLE V

CONTINUITY OF OPERATION

Section 5.1 No Strike:

The Union will not cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other

curtailment, restriction or interference with any of the County's functions or operations; and no Doctor will cause or participate in any such activities during the term of this Agreement or any extension thereof.

Section 5.2 Union Responsibility:

Should any activity proscribed in Section 1 of this Article occur, which the Union has not sanctioned, the Union shall immediately:

- A. Publicly disavow such action by the Doctors or other persons involved;
- B. Advise the County in writing that such action has not been caused or sanctioned by the Union;
- C. Notify the Doctors stating that it disapproved of such action and instructing all Doctors to cease such action and return to work immediately; and
- D. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the County to accomplish this end.

Section 5.3 Discharge of Violators:

The County shall have the right to discharge or otherwise discipline any or all Doctors who violate any of the provisions of this Article. In such event, the Doctor or Doctors, or the Union on their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether a Doctor or Doctors participated in the action prohibited by this Article. If it is determined that a Doctor did so participate, the disciplinary action taken by the County may not be disturbed.

Section 5.4 No Lock-Out:

The County agrees that it will not lock out its Doctors during the term of this Agreement or any extension thereof.

ARTICLE VI

SENIORITY

Section 6.1 Probationary Period:

A Doctor's probationary period shall be six (6) months from his/her most recent date of hire at the Hospital. The Hospital may extend this probationary period for up to an additional six (6) months by written notice to the Doctor and to the Union. The Hospital shall meet with the Doctor to provide the reason for the extension, and the Doctor shall have the right to have a Union steward or representative present for that meeting. During the probationary period, a Doctor shall have no seniority, may be discharged for any lawful reason, and shall have no recall rights or recourse to the grievance procedure regarding any layoff, discipline or discharge. Upon

completion of the probationary period, a Doctor's seniority shall be computed as the most recent date of hire. Any Doctor who has completed his or her probationary period as provided for in this section, and who then is transferred out of the bargaining unit to another position within Cook County Health and Hospitals System Board ("System") shall not serve an additional probationary period if he or she later transfers back into the unit.

If a Doctor who has completed his/her probationary period at another System Doctor bargaining unit is involuntarily transferred by the System to this Hospital, said Doctor will not have to go through the above probationary period. This exception shall not apply to a Doctor who joined this Hospital's staff as a result of applying for a vacant position that has arisen.

Section 6.2 Definition of Seniority:

Seniority is an employee's length of most recent continuous employment as a Doctor at the Bureau of Health since his/her last hiring date, with pro-rata adjustments based on hours worked for part-time employees.

Section 6.3 Return to Former Job:

An employee who has been promoted, transferred or recalled to another job within the represented unit or in accordance with the provisions of this Article, may be returned by County to the former job within a reasonable period, but not to exceed thirty (30) calendar days, without loss of seniority, if the employee does not demonstrate the ability to satisfactorily perform the job to which he/she was promoted, transferred, or recalled. An employee who has accepted another position within the Cook County Bureau of Health, whether or not within the bargaining unit, in accordance with the provisions of this Article, may ask to return to the former job within thirty (30) calendar days after commencing work in the new position without loss of seniority.

Section 6.4 Return to Represented Unit:

An employee who has been promoted or transferred out of the bargaining unit to another position within the Cook County Bureau of Health, and who is later transferred back to the unit, shall upon return to the unit be granted the seniority he/she would have had the employee continued to work in the bargaining unit.

Section 6.5 Discipline:

Doctors may only be disciplined for just cause and are entitled to Union representation in any disciplinary proceeding. A pre-disciplinary meeting for suspensions and discharges shall be held and the County shall make reasonable effort to accommodate the Union when scheduling such meetings. The County shall notify the Union and the employees of its intent to conduct a pre-disciplinary meeting, the reason for the meeting and the nature of the charge(s). During the pre-disciplinary meeting, the employee and/or the Union representative shall be given an opportunity to respond to the applicable charge(s). If the employee and/or the Union representative do not appear at the meeting, the County may proceed with the discipline, which shall be subject to the grievance procedure. Any verbal or written discipline less severe than a suspension shall not be used as the basis for the next step in progressive discipline if more than a year passes without the employee receiving additional discipline.

Section 6.6 Seniority List:

In January and July of each year, the County shall provide to the Union the following report in writing or electronically, as requested by the Union: a report of all bargaining unit employees which contains the following information in alphabetical order by Department: The employee's name, home address, current classification (job title), pay grade, step, salary, job code, employment status (active or on leave), location, date of hire. This report shall be provided no later than the 15th of January and July of each year.

Section 6.7 Termination of Seniority:

An employee's seniority and employment relationship with the County shall terminate upon occurrence of any of the following:

- A. Resignation or retirement;
- B. Discharge for just cause;
- C. Loss of clinical privileges at the Hospital or loss of appointment or reappointment to the Hospital Medical Staff pursuant to the procedures set forth in the Medical Staff Bylaws (not subject to the grievance and arbitration procedure);
- D. Absence for three consecutive work days without the employee notifying either his/her immediate supervisor or the Medical Director, unless the employee has an explanation that is satisfactory to the County which shall not act arbitrarily in applying this paragraph;
- E. Failure to report to work upon the termination of a leave of absence or vacation unless the employee has an explanation that is satisfactory to the County which shall not act arbitrarily in applying this paragraph;
- F. Absence from work because of layoff for twelve (12) months or for disability or approved leave of absence for twelve (12) months in the case of all non-probationary employees;
- G. Failure to notify the County within nine (9) calendar days of the employee's intent to report to work upon recall from layoff, or failure to report for work within fourteen (14) calendar days after notice to report for work is sent by certified mail to the employee's last address on file with County; or
- H. Engaging in gainful employment while on an authorized leave of absence, unless written permission to engage in such employment was granted in advance by the County.

ARTICLE VII

HOLIDAYS

Section 7.1 Regular Holidays:

All full-time Doctors shall receive eight (8) hours pay at their regular hourly rate for the holidays listed below. These holidays are not to be counted as part of an employee's vacation time. (Part-time Doctors regularly working at least twenty (20) hours per week shall receive holiday pay on a pro rata basis.)

New Year's Day	Columbus Day
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day (Fourth of July)	Christmas Day
President's Day	

Section 7.2 Working on Holidays:

Doctors who work on any of the holidays identified in Section 1 of Article VI shall receive a day off (with eight (8) hours of pay at their regular hourly rate) before the end of the fiscal year in which the Doctor worked the holiday.

Section 7.3 Floating Holiday:

In addition to the paid holidays in Section 1, Doctors also shall accrue one (1) floating holiday on December 1 of each year. The Doctor may request to use the floating holiday at any time and requests shall not be unreasonably denied. Any floating holiday that a Doctor has not used during the fiscal year shall be lost and not carried over. A Doctor required to work on a previously scheduled floating holiday shall receive another day off as described in Section 2.

ARTICLE VIII

VACATIONS

Section 8.1 Eligibility:

Vacation credit shall be earned for each month during which the employee is in an active pay status for eighty (80) hours. The amount of annual paid vacation is based upon the following schedule:

<u>Service</u>	<u>Vacation</u>	<u>Maximum Accrual</u>
1 Year	15 Days/120 hours	30 Days/240 hours
5 Years	20 Days/160 hours	40 Days/320 hours
10 Years	25 Days/200 hours	50 Days/400 hours

Doctors may use only such vacation leave as has been earned and accrued.

Section 8.2 Maximum Accrual:

Doctors may accumulate up to the maximum accrual amounts set forth in Section 1 based upon the Doctor's years of service.

Section 8.3 Vacation Preference and Scheduling:

In order to ensure the orderly operation of the Hospital and in the interests of patient care, the County reserves the right to limit the number of Doctors within a department or team who will be permitted to be on vacation at any one time. The County, through the Department Chair in consultation with the Medical Director, further reserves the right to limit the number of consecutive vacation days, if it determines that patient care will be adversely affected by the Doctor's continued absence despite any alternative coverage which has been arranged. The County will consider the Doctor's personal circumstances when considering vacation requests. Doctors are to request routine vacation or conference time off at least 60 days in advance.

If more Doctors wish to be off at one time than may be allowed, the Doctors within the department or team first will be given an opportunity to resolve the issue. If they cannot do so, the Department Chair shall consult with the Doctors within the department or team to attempt to obtain a resolution. If they cannot resolve the matter, the Department Chair shall decide the issue based upon seniority and the fair distribution of prime vacation times among the Doctors. Emergency vacation requests will be granted if the County determines that patient care will not be adversely affected.

The County agrees that its determinations under the above two paragraphs will not be arbitrary or capricious.

Section 8.4 Accrued Benefits at Separation:

Upon termination of employment, the Doctor shall be paid for all accrued but unused vacation days through the last day worked and for any compensating day that the employee has not taken for having worked a holiday that occurred before the termination of the employee's employment.

ARTICLE IX

REDUCTION IN WORKFORCE, LAYOFF, AND RECALL

Should the County find it necessary to decrease the number of Doctors working within a specialty, the County shall give written notice to the Union at least sixty days (60) prior to the effective date of the layoff of the Doctors. During that interim period, the County will be willing to meet with the Union to discuss any alternatives to the layoff of any Doctor(s) and the justification for the layoffs, but shall have no duty to bargain regarding its decision to lay off Doctors nor the impact of that decision on the bargaining unit or members of the bargaining unit. In determining the identity of Doctors who shall be laid off or recalled, the County shall base its decision on the Doctors' education, training, experience, skill, qualifications, credentials,

productivity, and seniority. When all of these factors are equal, the least senior Doctor shall be laid off, but will be allowed to interview for vacant positions for which he or she is qualified anywhere in the CCHHS system. Non-probationary Doctors who are laid off shall be subject to recall for twelve months. No vacancy should be filled by an external hire if there is a Doctor with recall rights who is qualified to fill that position. Doctors may refuse recall to a specialty other than that from which they were laid off.

ARTICLE X

FILLING VACANCIES

Vacant positions shall be posted on bulletin boards in the administrative or clinical areas of the department or divisions, for a period of fourteen (14) days until the County's electronic system is fully operational, at which time the County shall post vacant positions electronically for fourteen (14) days as well as transmit them electronically to the Union. In determining who should fill a vacancy, the County shall consider the Doctor's education, training, experience, knowledge, skill, ability, qualifications, credentials, productivity, and seniority. The County agrees to interview all qualified applicants from the bargaining unit and to provide a written response to an applicant within 30 days after the application process closes.

ARTICLE XI

COMPENSATION

Section 11.1 Pay Increase:

The salary grades and steps applicable to the bargaining unit shall be increased as follows during the terms of this Agreement:

- a. Effective with the first full pay period on or after January 1, 2011: 2.25%
- b. Effective with the first full pay period on or after June 1, 2012: 3.75%

Section 11.2 New Classification:

If the County establishes new classifications, it will notify the Union and offer the Union an opportunity to discuss the new classification and pay rate. After the County has provided this opportunity, it may assign a pay rate. If the Union believes that the rate is unreasonable, it may grieve the reasonableness of the rate.

Section 11.3 Promotion, Reclassification and Demotion:

Promotions — Doctors promoted to a higher labor grade will proceed to the lowest step of the new grade that provides them with a pay rate increase.

Reclassifications — A Doctor whose position is reclassified to a higher labor grade shall be placed on the step that is closest to, but at least as high as, the Doctor's current pay rate. A Doctor whose position is reclassified to a lower labor grade shall not receive a

pay rate cut, but will be placed in the step that is closest to the Doctor's pay rate prior to the reclassification. If the Doctor's pay rate is above the top step of the new labor grade, the Doctor shall not receive pay increases until the top step of the new labor grade exceeds that pay rate.

Demotions — A Doctor who is demoted to a lower labor grade shall be placed in the same step in the lower grade.

In Promotions, Reclassifications and Demotions, the anniversary date for future step movement shall be the effective date of the Promotion, Reclassification or Demotion.

Section 11.4 Entry Rate:

A newly hired Doctor shall be paid at least at the minimum of the Grade K4 rate.

Section 11.5 Part-Time Employees:

Part-time employees who are regularly employed for twenty (20) or more hours per week shall be entitled to vacations, sick pay, holidays, hospitalization insurance, life insurance, jury pay, and bereavement pay on a pro rata basis.

The extent to which part-time employees are entitled to disability and pension benefits is governed by the provisions of the Cook County Employees Pension Plan.

Section 11.6 Extra Duty Pay:

When Doctors work extra hours because they are approved to perform work outside of their normal responsibilities, they shall be paid hourly rates as follows:

ASC	\$75
Oak Forest Immediate Care	\$75

All other applicable extra duty rates will remain the same.

ARTICLE XII

WELFARE BENEFITS

Section 12.1 Hospitalization Insurance, Doctor Contributions:

- A. The County agrees to maintain certain health benefits as summarized in Appendix A.
- B. Doctors who enroll in the County's HMO health benefits plan shall contribute through payroll deduction as follows for their hospitalization insurance:

Doctor only	0.5% of salary
Doctor + children	0.75% of salary
Doctor + spouse	1.0% of salary
Family	1.25% of salary

- C. Doctors who enroll in the County's PPO health benefits plan shall contribute through payroll deduction, as follows for their hospitalization insurance:

Doctor only	1.5% of salary
Doctor + children	1.75% of salary
Doctor + spouse	2.0% of salary
Family	2.25% of salary

- D. The HMO and PPO plan designs will be revised, respectively, as follows:

Prescription drug co-pays for the HMO and PPO plans will be \$7.00 for generic, \$15.00 for formulary, \$25.00 for non-formulary, and the mail order co-pay for a 90-day supply shall be double the amounts listed above.

HMO

Office Visit Co-Pay	\$10
ER Co-Pay	\$40
In-Patient Hospital Stay	\$100
Out-Patient Hospital Procedures	\$100

PPO

Individual Deductible	\$125/\$250
Family Deductible	\$250/\$500
Individual Out-of-Pocket Maximum	\$1,500/\$3,000
Family Out-of-Pocket Maximum	\$3,000/\$6,000
ER Co-Pay	\$40
Office Visit Co-Pay	\$25/Deductible and Co-Insurance

Section 12.2 Sick Pay:

Doctors shall accumulate sick pay credits at the rate of 3.69 hours per pay period in which the Doctor is in pay status for at least 40 hours. Sick leave may be accumulated to a maximum of one hundred fifty (150) days. Up to the accumulated sick leave credits, an Doctor prevented from working because of the Doctor's illness or injury (other than occupational illness or injury) or because of an illness in the Doctor's immediate family as defined in Article X, Section 2, shall be entitled to receive sick pay at his or her regular salary for each day of absence. All Doctors employed on a part-time basis of at least forty (40) hours per pay period shall be granted sick leave with pay proportionate to the time worked per pay period.

Section 12.3 Disability Benefits:

Doctors incurring any occupational illness or injury will be covered by Worker's Compensation insurance benefits. Duty disability and ordinary disability benefits also will be paid to Doctors who are participants in the County Employee Pension Plan in accordance with that Plan. Duty Disability benefits are paid to the Doctor by the Retirement Board when the Doctor is disabled while performing his/her work duties. Benefits amount to seventy-five percent (75%) of the Doctor's salary at the time of injury, and begin the day after the date his/her salary stops; such benefits to be reduced by any Worker's Compensation paid the County. Ordinary disability occurs when a Doctor becomes disabled due to any cause, other than injury on the job. An eligible Doctor who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes. If a Doctor receives accrued salary beyond the 31st day, disability payment will not begin until the 1st day the Doctor is in no pay status after the 30 days have expired. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the Doctor and the County otherwise agree. The Doctor will not be required to use sick time and/or vacation time for any day of duty disability. All provisions of this section are subject to change to the extent required by State law.

Section 12.4 Life Insurance:

All Doctors shall be provided with life insurance in an amount equal to the Doctor's annual salary (rounded to the next \$1,000), at no cost to the Doctor, with the option to purchase additional insurance up to maximum of the Doctor's annual salary. No life insurance shall be offered through the County's HMO plans.

Section 12.5 Pension Plan:

The County Employees and Officers Annuity and Benefit Fund will be continued in effect for the duration of this Agreement and all Doctors of the County are required to become members of that Fund. The Fund will continue to provide Doctors with annual statements of their interest therein.

Section 12.6 Dental Plan:

All Doctors shall be eligible to participate, at no cost to them, in the dental plan as set forth in Appendix B. No dental coverage shall be offered through the County's HMO plans.

Section 12.7 Vision Plan:

All Doctors shall be eligible to participate, at no cost to them, in the vision plan as set forth in Appendix C. No vision coverage shall be offered through the County's HMO plans.

Section 12.8 Hospitalization/New Hires:

All new Doctors covered by this Agreement shall be required to enroll in the County HMO plan of their choosing, such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire.

Section 12.9 Flexible Benefits Plan:

All Doctors shall be eligible to participate, at no cost to them, in a flexible benefits plan to be established by the County. Such plan shall include segregated IRS accounts for child care and medical expenses.

Section 12.10 Insurance Claims:

A dispute between a Doctor (or his/her covered dependent) and the processor of claims regarding the appropriateness of a claim or coverage shall not be subject to the grievance procedure provided for in this Agreement. Doctors shall continue to be afforded an opportunity to present appeals of such insurance disputes in person, provided it is not a Doctor who is on duty if the proceeding occurs outside of Cermak.

ARTICLE XIII

LEAVES OF ABSENCE

Section 13.1 Personal Leave:

A Doctor may be granted a leave of absence without pay by the Department Chair, with the written approval of the Hospital's Chief Operating Officer. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year or continuous employment by the County and/or any of the Cook County Health Facilities, not to exceed one (1) year, except for military service. An employee granted a leave to absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

Section 13.2 Duty to Inform:

Doctors must inform their Department of their intention to go to leave in accordance with the notice provisions contained herein. Before their departure, they must provide the Department with a current address and telephone number and maintain current contact information while on leave. In addition, the Department may require Doctors to report in on a reasonable periodic basis. Doctors who wish to extend a leave must apply to their Department at least two (2) weeks before they are scheduled to return, unless medical circumstances preclude such notice. Doctors on a leave of at least thirty (30) days must contact their Department at least two (2) weeks before

returning from leave and complete all processing, including medical examinations, before they can return.

Section 13.3 Family and Medical Leave:

A Doctor is entitled to a leave of absence under Family and Medical Leave if s/he has been employed at least twelve (12) months by the County and has worked at least 1,250 hours during the previous twelve (12) month period. Under Family and Medical Leave, eligible Doctors are entitled to take up to a total of twelve (12) weeks of leave in a rolling twelve (12) month time period for:

- A. The birth of a child;
- B. Placement of a child with the Doctors for adoption or foster care;
- C. The care of a Doctor's spouse, son, daughter, or parent, who has a serious health condition; and
- D. A serious health condition that makes a Doctor unable to perform the functions of his/her position.

While a is on Family and Medical Leave, the County shall continue to pay its share of the employee's health insurance premium, and the employee is responsible for paying his/her applicable contribution. All terms in this section are used in accordance with the County's Family and Medical Leave Act ("FMLA") policy. Doctors must first use accrued sick leave as part of their Family and Medical Leave unless the leave is due to the birth or adoption of a child. To the extent that the employee is using vacation or sick leave, the Family and Medical Leave is paid; otherwise, it is not.

Section 13.4 Maternity/Paternity Leave:

Doctors shall be granted unpaid maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. Doctors need not exhaust all accrued vacation or six time before going on maternity/paternity leave, but may apply such accrued time to the leave. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Chair. Upon returning from such leave, the reinstatement rights of the employee will be identical to those of an employee returning from an ordinary disability leave. Leave granted under this section counts toward an employee's twelve (12) weeks of Family Medical Leave.

Section 13.5 Disability Leave:

A Doctor who is receiving County disability benefits shall be granted a leave of absence without pay for the duration of the period for which disability benefits are received. During the first year while on such a leave, an employee will not be replaced. If at any time while the employee is eligible for the disability leave, the employee becomes able to perform their job, they will be granted the same or comparable position, at the same salary, to the extent that one is available for which they are qualified.

Section 13.6 Military Leave:

Employees who enter the armed services of the United States, either voluntarily or by reason of conscription, shall be granted a leave of absence without pay and shall be entitled to be restored to the position they held prior to going on leave with the same anniversary and seniority dates. The employee must present a copy of military orders when requesting a leave, and must file a written request for reinstatement to a former position within sixty (60) days after termination of military service, along with a copy of military discharge papers.

An employee, who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to a leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year.

Section 13.7 Seniority on Leave:

An employee on an approved unpaid leave of absence shall retain seniority accrued prior to the leave, but shall not accrue seniority, pension, vacation or other benefit service credit during such period (except as may be otherwise provided in the County's pension plan). Nor shall such period count toward an employee's entitlement to automatic progression in wage scale based on length of service. Employees who return from leave shall have their pay rates adjusted by any general increases that occurred while they were on leave.

Section 13.8 Retention of Benefits:

An employee on any unpaid leave of absence other than FMLA will be required to pay the cost of the insurance benefits in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs must be made with the Hospital's Payroll Office prior to departure on the leave. If the Doctor fails to make such arrangements, the County may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

ARTICLE XIV

ADDITIONAL BENEFITS

Section 14.1 Bereavement Pay:

In the event of death in the immediate family, a Doctor will be granted up to three (3) paid, excused days off. For purposes of this section, an employee's immediate family includes parents, spouse, children (including stepchildren and foster children), siblings and domestic partners. The three (3) days of bereavement leave shall not include the employee's unpaid scheduled days off. Any additional time needed for bereavement for these relationships, or for bereavement regarding spouse's parents, grandparents, grandchildren, or other members of the Doctor's household may be taken as emergency vacation.

Section 14.2 Jury Make-Up Pay:

Doctors shall be granted leave with pay for any jury duty, including required reporting for jury when summoned, whether or not the employee is used as a juror. The Doctor shall turn over to the County any compensation which is received for responding to the jury summons or serving on the jury.

Section 14.3 Election Day:

If the work schedule of a Doctor who is a registered voter would prevent him/her from voting, he or she will be granted up to two hours off so that he or she may vote.

ARTICLE XV

COUNTY AND UNION RELATIONS

Section 15.1 Labor Management Meetings:

For the purpose of conferring on matters of mutual interest, the Union and the County agree to meet at least once each quarter, but more frequently if mutually agreed. Within five (5) days of either party making a request to meet, the parties shall schedule a mutually convenient time and location for the Labor Management Meeting. At least five (5) days prior to the scheduled meeting, the Union and the County shall each notify the other of the items that it wishes to have placed on the agenda. The Union and the County shall each designate not more than three (3) representatives to a labor-management committee for this purpose, although the representatives designated by either party may be alternated or rotated if desired.

Section 15.2 Union Representatives:

Duly authorized representatives of the Union will be permitted at reasonable times to enter the facilities for purposes of handling grievances or addressing other contract administration issues with Doctors or Hospital representatives. These union representatives will be identified to the Hospital's Director/Designee in a manner suitable to the County, and on each occasion will first secure the approval of the Hospital's Director/Designee to enter the Hospital and conduct their business so as not to interfere with the operation of the facility. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general Hospital rules that are applicable to non-employees.

Section 15.3 Member Orientation:

Within fourteen (14) days of the date on which the New Doctor begins employment, the County shall notify the Steward designated by the Union of the name and department of the newly-hired Doctor so that the Steward may meet with the newly-hired Doctor at the discretion of the Steward and Doctor consistent with their judgment and responsibility so as not to disrupt care to patients.

Section 15.4 Union Office:

The Hospital shall continue to provide the Union with an office within the facility which may be utilized by the Doctors as well as other bargaining units at Provident, and Ambulatory and Community Health Network (ACHN) which are represented by the Union.

Section 15.5 Meeting Space:

Upon at least ten (10) days advance notice, the Hospital will provide the Union with space for a membership meeting each quarter. The Hospital will make every reasonable effort to accommodate requests for more frequent membership meetings, provided there is available space.

The Hospital will provide the Union with space for a Stewards' Meeting each month upon at least five (5) days notice, and will make every reasonable attempt to provide the space with less notice.

Nothing in this section requires the Hospital to provide release time for Doctors to attend membership or Stewards meetings.

Section 15.6 Bulletin Boards:

The County will make two (2) bulletin boards available for use by the Union at the Hospital. Upon approval by Hospital Administration, which shall not be unreasonably delayed or withheld, the Union shall be permitted to post notices on these bulletin boards regarding Union meetings and Union business. There shall be no other postings by the Union or its members of materials other than as herein provided. No Doctors shall make any distributions so as to interfere with the performance of his/her duties.

Section 15.7 Budget Preparation:

Each Department Chair shall provide notice to Doctors in his/her Department of any deadline for budget submissions and shall consider timely input from Doctors in the Department in preparing his/her budget recommendations for each fiscal year. Doctors may submit written input, and the Department Chair will meet with Doctors upon request provided that the request is made sufficiently in advance of the date that the recommendations are due. The Department Chair will provide all Doctors in the department with a copy of the budget recommendation upon request.

Section 15.8 Officers and Executive Board:

One Doctor, if elected to a position as a Union officer or elected to a position on the Executive Board or Executive Council of the Local, up to once a month shall be permitted to attend meetings of the Executive Board and/or Council without loss of pay, provided that patient care will not be adversely affected. These meetings shall not occur more than once a month or last more than one day, and the Union shall provide fourteen (14) days notice of the meeting.

ARTICLE XVI

MISCELLANEOUS

Section 16.1 No Discrimination:

No employee shall be discriminated against by the County or the Union on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, military discharge status, political affiliation and/or belief, or activity or non-activity on behalf of the Union.

Section 16.2 Doctor Obligation and Professional Authority:

Doctor shall comply with assignments made by the County, but after doing so may utilize the grievance procedure if the Doctor has a dispute regarding the assignment; however the Doctor shall not be required to comply with an assignment if it would create an imminent threat of death or serious bodily injury to the employee or the patient.

Section 16.3 Safety:

The County will continue to make reasonable provisions for the safety of its employees during their hours of employment. A Doctor from the represented unit, as designated by the Union, shall serve on and be expected to attend the Environment of Care Committee. The parties understand that in certain instances an additional Doctor designated by the Union may need to attend committee meetings. On these occasions, the Union will give prior notification.

Section 16.4 Partial Invalidity:

If any provision of this Agreement is or becomes invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

Section 16.5 Evaluations:

Doctors shall be provided with a copy of any evaluation pertaining to them that is prepared as part of the credentialing/-re-credentialing process under the Medical Staff Bylaws. At the Doctor's request, the Department Chair shall meet with the Doctor to discuss the evaluation. The Doctor may have a Union representative or another Doctor present during the meeting, if the Department Chair consents. If the County implements any evaluation process other than that which currently exists, the County will notify the Union and, at the Union's request, shall meet with the Union to discuss the process prior to implementation.

Section 16.6 Personnel File:

Upon written request to the Director of Human Resources or designee, an employee may inspect his/her personnel file at a time mutually acceptable to the Hospital or clinic and the employee. Discipline, counseling's, complaints, evaluations, memoranda or correspondence regarding performance or other work-related issues that are maintained in a peer review,

department chair, medical director, or credentials file also shall be made available to the employee, upon request, at a mutually agreeable time. None of these documents shall be maintained in a file other than those listed above.

Each employee shall receive a copy of any formal performance evaluation, written warning, documentation of a verbal warning, or any other materials of a disciplinary and/or adverse nature initiated by the employer, before such material is placed in his/her personnel, peer review, department chair, medical director or credentials file. The employee shall sign and date such material only as proof of receipt and not as agreement with content. The employee shall have the right to respond in writing within ten (10) working days from the date such material was presented to the employee and to have such response placed in the file.

Section 16.7 Physician's Statement:

An employee who has been off duty for five (5) consecutive days or more for any health reason will be required to provide a physician's statement as proof of illness, and may be required to undergo examination by the County's physician before returning to work.

For health-related absences of less than five (5) consecutive days, a physician's statement or proof of illness will not be required except when the County has a reasonable basis to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health-related absence, examination by the County's physician may be required to make sure that the employee is physically fit for return to work.

Section 16.8 Credit Union:

The County will deduct from the wages of employees duly authorized deductions for the Union's Credit Union, and shall forward such amounts to the Credit Union. To the extent practicable, the County also will permit use of its premises by the Credit Union.

Section 16.9 Distribution of Work Load:

The County agrees that, while patient acuity, patient care and operational needs are paramount in making work assignment, workloads should be distributed equitably among the Doctors in the same specialty or department when practical.

ARTICLE XVII

PATIENT CARE

Section 17.1 Establishment of Patient Care Committee:

The Union shall establish a Patient Care Committee for purposes of evaluating staffing needs, positions and assignments, training and education and generally the improvement of care provided to patients of the Hospital. The Patient Care Committee shall consist of eight (8) members, seven of which shall be Doctors selected by the Union and one (1) member shall be a Union representative or officer, who shall serve in an ex officio capacity.

The Union may, at its discretion, allow the participation of a representative selected by management, if so requested by management, either as a voting or ex officio member. Within sixty (60) days of the appointment of the members of the Patient Care Committee, they shall convene to adopt a statement of purpose, duties and procedures consistent with this Article.

Section 17.2 Recommendations of the Committee:

The Patient Care Committee may make recommendations to the Hospital for improvement of patient care, which recommendations shall be submitted in writing to the Chair of the relevant departments, the Medical Executive Committee, the Medical Director and Chief Operating Officer of the Hospital.

Within ninety (90) days of the Committee's submission of recommendations, the Chair of the relevant department, the Medical Executive Committee, the Medical Director and/or the Chief Operating Officer shall either implement the recommendations, offer to meet and confer with the Committee concerning the recommendations or provide the Patient Care Committee with an explanation as to why the recommendations are not implemented. The parties agree that non-acceptances and non-implementation of Committee recommendations by the Hospital shall not be grievable.

ARTICLE XVIII

CONTINUING MEDICAL EDUCATION (CME) LEAVE

Doctors shall receive up to ten (10) days of paid CME leave to take pre-approved professional medical education conferences or programs provided that they are job related and attendance does not impair patient care.

ARTICLE XIX

EDUCATION AND SEMINARS

The County agrees to allocate funds for education purposes in each year of this Agreement to be made available to all Local 20 bargaining unit employees. The amount allocated shall be an aggregate total of twenty thousand dollars (\$20,000) for all Local 20 bargaining units. Doctor bargaining unit employee requests for such funds shall be for reimbursement for the costs of courses that qualify for Category 1 credit under the State of Illinois Division of Professional Regulation criteria as identified in the Fact Sheet attached as Exhibit A and as updated from time to time in the future. Employees who wish to apply for such reimbursement shall submit their request through the Union to the Cook County Director of Human Resources. An employee may request funds up to an amount no greater than four hundred dollars (\$400) in a fiscal year. Approval for reimbursement shall be offered on an equitable basis.

ARTICLE XX

DURATION

Section 20.1 Term:

This Agreement shall become effective in the first full pay period following Union ratification and approval by the Cook County Board of Commissioners, and shall remain in effect through November 30, 2012. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

If such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date, until a new Agreement has been reached or either party shall give the other party five (5) consecutive days written notice of cancellation thereafter.

Section 20.2 Notice:

Any notice under this Agreement shall be given by registered or certified mail; if by the Union, then one such notice shall be addressed to the President, Board of Cook County Commissioners, Room 537, with a copy to the County's Chief, Bureau of Human Resources, Room 840, and both addressed to 118 North Clark Street, Chicago, Illinois; or if by the County, such notice shall be addressed to the Union's President at 300 South Ashland, Suite 400, Chicago, Illinois. Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this 14th day of November, 2012.

COUNTY OF COOK:

By:

Toni Preckwinkle

TONI PRECKWINKLE, President
Cook County Board of Commissioners

Attest:

David Orr

DAVID D. ORR
Cook County Clerk

UNION: Service Employees International
Union, Local 20, CTW/CLC

By:

Emilie N. Junge
EMILIE N. JUNGE, Regional Coordinator
Doctors Council SEIU

SEIU DOCTORS COUNCIL
CERMAK PHYSICIANS

25

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

NOV 14 2012

COM _____

SIDE LETTER

The parties agree that the changes that were made to the Recognition Language of any Doctors Council SEIU Collective Bargaining Agreements in the recently concluded negotiations were only to clarify which unit employees shall be within and not to exclude any bargaining unit employee or position from any of the bargaining units.

SIDE LETTER

For the period from the date of the execution of this tentative agreement through November 30, 2012 only, if the County enters into an agreement with any other union for a non-interest arbitration eligible bargaining unit that contains across-the-board wage increases greater than those set forth in paragraph 2 above, or agrees to a lower rate of employee contribution to health insurance (either in employee contribution to premiums or through plan design changes that are more favorable to employees) for a non-interest arbitration eligible bargaining unit, then upon demand by the union, those wage increases or health insurance changes will be applied to the members of this bargaining unit.

APPENDIX A

Local 20 — Cermak Health Services Physicians

<u>JOB CODE</u>	<u>GRADE</u>	<u>TITLE</u>
1634	K4	Attending Physician IV
1650		Attending Physician Senior IV
1635	K5	Attending Physician V
1651		Attending Physician Senior V
1636	K6	Attending Physician VI
1652		Attending Physician VI
1637	K7	Attending Physician VII
1653		Attending Physician Senior VII

APPENDIX A

Local 20 Cermak Health Services Psychologist

Job Code
1818

Grade
K2 A

Title
Psychologist

Effective January 1, 2011

**SCHEDULE VI
BUREAU OF HUMAN RESOURCES**

**MEDICAL PRACTITIONER COMPENSATION PLAN
SEIU LOCAL 20**

<u>GRADE</u>		<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>
K0	Hourly	31.565	33.102	34.636	36.327	38.030
	Bi-Weekly	2,525.20	2,648.16	2,770.88	2,906.16	3,042.40
	Annual	65,655	68,852	72,042	75,560	79,102
K1	Hourly	37.029	38.850	40.685	42.653	44.629
	Bi-Weekly	2,962.32	3,108.00	3,254.80	3,412.24	3,570.32
	Annual	77,020	80,808	84,624	88,718	92,828
K2	Hourly	43.939	46.124	48.228	50.577	52.955
	Bi-Weekly	3,515.12	3,689.92	3,858.24	4,046.16	4,236.40
	Annual	91,393	95,937	100,314	105,200	110,146
K3	Hourly	54.640	57.323	59.953	62.829	65.761
	Bi-Weekly	4,371.20	4,585.84	4,796.24	5,026.32	5,260.88
	Annual	113,651	119,231	124,702	130,684	136,782
K4	Hourly	60.550	63.482	66.400	69.635	72.842
	Bi-Weekly	4,844.00	5,078.56	5,312.00	5,570.80	5,827.36
	Annual	125,944	132,042	138,112	144,840	151,511
K5	Hourly	66.400	69.635	72.842	76.381	79.933
	Bi-Weekly	5,312.00	5,570.80	5,827.36	6,110.48	6,394.64
	Annual	138,112	144,840	151,511	158,872	166,260
K6	Hourly	72.265	75.789	79.310	83.163	87.050
	Bi-Weekly	5,781.20	6,063.12	6,344.80	6,653.04	6,964.00
	Annual	150,311	157,641	164,964	172,979	181,064
K7	Hourly	78.131	81.953	85.734	89.926	94.128
	Bi-Weekly	6,250.48	6,556.24	6,858.72	7,194.08	7,530.24
	Annual	162,512	170,462	178,326	187,046	195,786
K8	Hourly	83.987	88.087	92.220	96.723	101.216
	Bi-Weekly	6,718.96	7,046.96	7,377.60	7,737.84	8,097.28
	Annual	174,692	183,220	191,817	201,183	210,529

Effective January 1, 2011

**SCHEDULE VI
BUREAU OF HUMAN RESOURCES**

**MEDICAL PRACTITIONER COMPENSATION PLAN
SEIU LOCAL 20**

GRADE		1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP
K9	Hourly	89.849	94.243	98.640	103.472	108.324
	Bi-Weekly	7,187.92	7,539.44	7,891.20	8,277.76	8,665.92
	Annual	186,885	196,025	205,171	215,221	225,313
K10	Hourly	95.730	100.399	105.079	110.247	115.428
	Bi-Weekly	7,658.40	8,031.92	8,406.32	8,819.76	9,234.24
	Annual	199,118	208,829	218,564	229,313	240,090
K11	Hourly	104.505	109.645	114.750	120.414	126.061
	Bi-Weekly	8,360.40	8,771.60	9,180.00	9,633.12	10,084.88
	Annual	217,370	228,061	238,680	250,461	262,206

Effective June 1, 2012

**SCHEDULE VI
BUREAU OF HUMAN RESOURCES**

**MEDICAL PRACTITIONER COMPENSATION PLAN
SEIU LOCAL 20**

<u>GRADE</u>		<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>
K0	Hourly	32.749	34.343	35.935	37.689	39.456
	Bi-Weekly	2,619.92	2,747.44	2,874.80	3,015.12	3,156.48
	Annual	68,117	71,433	74,744	78,393	82,068
K1	Hourly	38.418	40.307	42.211	44.252	46.303
	Bi-Weekly	3,073.44	3,224.56	3,376.88	3,540.16	3,704.24
	Annual	79,909	83,838	87,798	92,044	96,310
K2	Hourly	45.587	47.854	50.037	52.474	54.941
	Bi-Weekly	3,646.96	3,828.32	4,002.96	4,197.92	4,395.28
	Annual	94,820	99,536	104,076	109,145	114,277
K3	Hourly	56.689	59.473	62.201	65.185	68.227
	Bi-Weekly	4,535.12	4,757.84	4,976.08	5,214.80	5,458.16
	Annual	117,913	123,703	129,378	135,584	141,912
K4	Hourly	62.821	65.863	68.890	72.246	75.574
	Bi-Weekly	5,025.68	5,269.04	5,511.20	5,779.68	6,045.92
	Annual	130,667	136,995	143,291	150,271	157,193
K5	Hourly	68.890	72.246	75.574	79.245	82.930
	Bi-Weekly	5,511.20	5,779.68	6,045.92	6,339.60	6,634.40
	Annual	143,291	150,271	157,193	164,829	172,494
K6	Hourly	74.975	78.631	82.284	86.282	90.314
	Bi-Weekly	5,998.00	6,290.48	6,582.72	6,902.56	7,225.12
	Annual	155,948	163,552	171,150	179,466	187,853
K7	Hourly	81.061	85.026	88.949	93.298	97.658
	Bi-Weekly	6,484.88	6,802.08	7,115.92	7,463.84	7,812.64
	Annual	168,606	176,854	185,013	194,059	203,128

Effective June 1, 2012

**SCHEDULE VI
BUREAU OF HUMAN RESOURCES**

**MEDICAL PRACTITIONER COMPENSATION PLAN
SEIU LOCAL 20**

<u>GRADE</u>		<u>1ST STEP</u>	<u>2ND STEP</u>	<u>3RD STEP</u>	<u>4TH STEP</u>	<u>5TH STEP</u>
K8	Hourly	87.137	91.390	95.678	100.350	105.012
	Bi-Weekly	6,970.96	7,311.20	7,654.24	8,028.00	8,400.96
	Annual	181,244	190,091	199,010	208,728	218,424
K9	Hourly	93.218	97.777	102.339	107.352	112.386
	Bi-Weekly	7,457.44	7,822.16	8,187.12	8,588.16	8,990.88
	Annual	193,893	203,376	212,865	223,292	233,762
K10	Hourly	99.320	104.164	109.019	114.381	119.757
	Bi-Weekly	7,945.60	8,333.12	8,721.52	9,150.48	9,580.56
	Annual	206,585	216,661	226,759	237,912	249,094
K11	Hourly	108.424	113.757	119.053	124.930	130.788
	Bi-Weekly	8,673.92	9,100.56	9,524.24	9,994.40	10,463.04
	Annual	225,521	236,614	247,630	259,854	272,039

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

**PLAN DESIGN CHANGES EFFECTIVE 12/1/07
PAYROLL CONTRIBUTION CHANGES EFFECTIVE 6/1/08**

BENEFIT OVERVIEW PLAN LIMITS AND MAXIMUMS:	HMO		PPO	
	Current Benefits (through 11/30/07)	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Individual Deductible*		None	\$0 / \$200	\$125 / \$250
Family Deductible*		None	\$0 / \$400	\$250 / \$500
Ind. Out of Pocket Max*		None	\$1,000 ** / \$3,000 **	\$1,500 ** / \$3,000 **
Fam. Out of Pocket Max*		None	\$2,000 ** / \$6,000 **	\$3,000 ** / \$6,000 **
Lifetime Maximum		Unlimited	Unlimited / \$1,000,000	Unlimited / \$1,000,000
*Annual Basis			**Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances-SMA)	**Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances-SMA)

PLAN LIMITS AND MAXIMUMS:	HMO Current Benefits (through 11/30/07)	HMO Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Co-Insurance	None		90% / 60% ***	<p>*** Subject to Schedule of Maximum Allowances (SMA), i.e., the amount doctors and other health care providers in the network have agree to accept for their services. These amounts are generally lower than what providers outside the network charge. If you go out of network, you will pay any balance above the SMA in addition to the deductible and co-insurance.</p>

OUTPATIENT SERVICES (MEDICAL & SURGICAL)				
BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Doctor Office Visits	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Routine Physical Exams and Preventive Screenings	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Well-Child Care	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
X-Ray/Diagnostic tests (performed in lab or hospital)	100%	100%	90% / 60% *	90% / 60% *
Maternity Prenatal/Postnatal Care	\$3 co-payment / member for initial visit	\$10 co-payment / member for initial visit	90% after \$20 co-pay (initial visit) / 60% *	90% after \$25 co-pay (initial visit) / 60% *
OutPatient Surgery (facility charges)	100%	100% after \$100 co-pay	90% / 60% *	90% / 60% *
OutPatient Surgery (doctor services)	100%	100%	90% / 60% *	90% / 60% *
Other OutPatient Services (including chemotherapy, radiation, renal dialysis)	100%	100%	90% / 60% *	90% / 60% *
Allergy Testing / Injections / Immunizations	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Infertility Treatment, as defined by plans	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *

OUTPATIENT SERVICES (MEDICAL & SURGICAL cont'd)				
BENEFIT OVERVIEW		HMO		
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Physical, Speech and Occupational Therapy (60 visits Combined Annual Maximum)	100%	100%	90% / 60*	90% / 60%*
Ambulance Services	100%	100%	80% / 80% *	80% / 80% *
Emergency Room Visits (life threatening illness or injury; waived if admitted as inpatient)	100%	100% after \$40 co-pay	100%	100% after \$40 co-pay
Medically Necessary Dental Services (repair from accidental injury to sound natural teeth)	100%	100%	90% / 60% *	90% / 60% *
Home Health Care	100%	100%	90% / 60% *	90% / 60% *
Skilled Nursing Care (excl. custodial care)	100%	100%	90% / 60% *	90% / 60% *
Prosthetic Devices	100%	100%	90% / 60% *	90% / 60% *
Hospital (Semi-Private Room), including Maternity inpatient obstetrical care	100%	100% after \$100 co-pay per admission	90% / 60% *	90% / 60% *
Physician/Surgeon/Anesthesiologist Services	100%	100%	90% / 60% *	90% / 60% *
X-Ray / Diagnostic Services	100%	100%	90% / 60% *	90% / 60% *
Facility Charges	100%	100%	90% / 60% *	90% / 60% *

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Mental Health/Chemical Dependency/Substance Abuse Combined Maximum Benefit for In/Out Mental Health and Chemical Dependency Abuse Limits	Unlimited	Unlimited	Individual Annual Maximum: \$5,000 Outpatient and \$25,000 Combined In and Outpatient per individual, per calendar year, and a \$100,000 lifetime maximum (benefit maximum do not apply to mental health benefits)	
Outpatient Services (unlimited)	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	
Inpatient Mental Health/Substance Abuse (30 days/year max)	100%	100%	90% / 60% * Subject to overall plan limits stated above	
Supplemental Outpatient Mental Health/Substance Abuse: 2/lifetime; 4 hrs/night; 4 night/wk; 4 consecutive weeks	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	

PRESCRIPTION DRUGS (WHEN FILLED AT A PARTICIPATING PHARMACY) ADMINISTERED BY PHARMACY BENEFIT MANAGER, NOT HEALTH PLAN(S)					
BENEFIT OVERVIEW		HMO		PPO	
		Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07
Generic (30 day supply at Retail)		\$5	\$7	\$5	\$7
Brand (30 day supply at Retail)		\$10	N/A	\$10	N/A
Formulary (30 day supply at Retail)		N/A	\$15 *	N/A	\$15 *
Non-Formulary (30 day supply at Retail)		N/A	\$25 *	N/A	\$25 *
Mail Order Co-Pays (90 day supply)	1 x Retail Co-pay	2 x Retail Co-pay	\$0	2 x Retail Co-pay	
* If you purchase a formulary or non-formulary drug when a generic equivalent is available, you will pay the generic co-pay plus the difference in cost between the generic and the formulary/non-formulary drug.					

**Employee Contributions
Effective June 1, 2008**

Percentage of Salary (Pre-Tax)	HMO		PPO	
	Contribution Through 5/31/08	Contribution Effective 6/1/08	Contribution Through 5/31/08	Contribution Effective 6/1/08
Employee Only	.5%	.5%	1.5%	1.5%
Employee plus Child(ren)	N/A	.75%	N/A	1.75%
Employee plus Spouse	.5%	1.0%	1.5%	2.0%
Employee plus Family	.5%	1.25%	1.5%	2.25%
Cap	\$8 PER PAY PERIOD	None	None	

VISION BASIC BENEFITS - APPENDIX C

Eligible employees and their covered dependents may receive a routine eye examination and lenses once every calendar year, frames once every 24 months. Once the basic benefits are exhausted, additional glasses and contacts are available to participants at discounted prices through participating provider locations.

Eye Examination: \$0

Benefit includes a routine complete examination, refraction and prescription. Also, if indicated, your doctor may recommend additional procedures (such as dilation) at an additional cost to the member.

Eyeglass Lenses: \$0

Benefit includes standard uncoated plastic lenses regardless of size or power. Lens options are available for additional costs. Solid tints are covered in full.

Frames **: \$0

Members may choose a frame up to a regular retail value of \$100. Frames above \$100 regular retail price, member pays the amount over \$100 less 10%.

Contact Lenses **: \$0

Benefit includes any pair of contact lenses up to a regular retail of \$100. Contacts above \$100 regular retail are available at an additional cost.

** The applicable allowance amount may be used only once per benefit period on either eyeglasses or contacts.

LENS OPTIONS CO-PAYMENTS

Standard Progressive (No-Line Bifocal)	\$50
Polycarbonate	\$30
Scratch Resistant Coating	\$12
Ultraviolet Coating	\$12
Solid or Gradient Tint	\$ 8
Glass (Only for non-minors)	\$15
Photochromatic	\$30
Anti-Reflective Coating	\$35

DENTAL HMO BENEFITS - APPENDIX C

All new employees hired after December 1, 1999, must be in the Dental HMO for one year before changing to the Dental PPO. Employees are allowed to change plans during the annual open enrollment after one year of HMO enrollment.

Dental care is provided to eligible members and their dependent through participating designated dentist. The premium for the dental care is paid in full by Cook County.

SCHEDULE OF BENEFITS:

PREVENTIVE CARE:

Includes dental exams, x-rays and two cleanings per year are covered at 100%. Fluoride treatments for children under age 19 are also covered at 100%.

BASIC BENEFITS:

Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 75%.

MAJOR SERVICES:

Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 60%.

ORTHODONTICS:

Available to children under the age of 19 with co-payments equal to a discount of approximately 25%.

DEDUCTIBLE:

None

BENEFIT PERIOD MAXIMUM:

Unlimited

DENTAL PPO BENEFITS - APPENDIX C

	In-Network	Out-Of-Network *
Benefit Period Maximum	\$1,500 per person; per year	
Deductible	\$25/Individual; \$100 Family (4 individual maximum, does not apply to preventive and orthodontic services)	\$50/Individual; \$200 Family (4 individual maximum, does not apply to preventive and orthodontic services)
Preventive (No Deductible)	100% of Maximum Allowance	80% of Maximum Allowance *
Primary Services (x-rays, space maintainers)	80% of Maximum Allowance	60% of Maximum Allowance *
Restorative Services:		
Routine Fillings	80% of Maximum Allowance	60% of Maximum Allowance *
Crowns	50% of Maximum Allowance	50% of Maximum Allowance *
Inlays and Onlays	50% of Maximum Allowance	50% of Maximum Allowance *
Emergency Services (Palliative Emergency Treatment)	80% of Maximum Allowance	80% of Maximum Allowance *
Endodontics	80% of Maximum Allowance	60% of Maximum Allowance *
Periodontics	80% of Maximum Allowance	60% of Maximum Allowance *
Oral Surgery	80% of Maximum Allowance	60% of Maximum Allowance *
Routine Extractions	80% of Maximum Allowance	60% of Maximum Allowance *
Removal of Impacted Teeth (soft tissue and partial bony)		60% of Maximum Allowance *
Prosthetics	50% of Maximum Allowance	50% of Maximum Allowance *
Orthodontics	50% up to lifetime maximum \$1250	50% up to lifetime maximum *
Lifetime Maximum		\$1250

* Schedule of Maximum Allowance: PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services. Out-of-network providers do not accept the Schedule of Maximum Allowances in full. Members are liable for any difference between out-of-network dentist's charges and dental provider benefit payment, in addition to the deductible and co-insurance.